

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

**HUNTINGTON LEARNING
CENTERS, INC.,**

Plaintiff,

Case No. 10-C-516

-vs-

**BMW EDUCATION, LLC,
PAUL B. BUTLER and
KATHLEEN M. BUTLER,**

Defendants.

**TEMPORARY RESTRAINING ORDER
AND/OR PRELIMINARY INJUNCTION**

WHEREAS, Plaintiff Huntington Learning Centers, Inc. (“Huntington”) has averred that BMW Education, LLC (“BMW”), Paul B. Butler and Kathleen M. Butler, without authorization or license, has utilized and is utilizing Huntington’s trademarks, service marks and logos (“Huntington Marks”) in violation of the Lanham Act, 15 U.S.C. § 1051 et seq.;

WHEREAS, Huntington has further averred that defendants have operated and are operating supplemental education services businesses in competition with Huntington in violation of a restrictive covenant;

WHEREAS, Huntington has established the validity of the Huntington Marks and its ownership of the Huntington Marks;

WHEREAS, the restrictive covenant defendants entered into with Huntington, as modified, is reasonable and necessary to protect Huntington's legitimate business interests;

WHEREAS, Huntington has demonstrated that it will suffer irreparable harm in the absence of preliminary injunctive relief, that traditional legal remedies are inadequate and a substantial likelihood of success on the merits of its claims; and

WHEREAS, the balance of harms to Huntington if the injunction is not issued outweigh the balance of harms to defendants if the injunction is issued.

NOW, THEREFORE, this matter having been brought before the Court by Plaintiff Huntington Learning Centers, Inc. ("Huntington");

IT IS on this 22nd day of June, 1010.

ORDERED that effective immediately, BMW Education, LLC, Paul B. Butler and Kathleen M. Butler, their employees, agents, affiliates, subsidiaries, independent contractors, and all those who act in concert or participation with them, are hereby enjoined and restrained from: (1) marketing or promoting supplemental education services, individualized instruction in reading, phonics, study skills, mathematics, or related areas and any other businesses, together with or separate from the Huntington Marks at 4874 South 74 Street in Greenfield, WI ("Greenfield Center") or 2205 North Calhoun Road, Suite 13 in Brookfield, WI ("Brookfield Center") or within a twenty five mile radius of them or any other Huntington Learning Center; (2) diverting or attempting to divert any present or prospective business or customer of any Huntington Learning Center to any Huntington

competitor; or (3) owning, maintaining, operating, engaging in, being employed by, being a consultant to or having any interest in (as owner or otherwise), any business that is the same as, or similar to, a Huntington Learning Center within twenty-five (25) miles of the Greenfield or Brookfield Centers or any other Huntington Learning Center through April 25, 2012.

IT IS FURTHER ORDERED that effectively immediately, BMW Education, LLC, Paul B. Butler and Kathleen M. Butler, their employees, agents, affiliates, subsidiaries, independent contractors, and all those who act in concert or participation with them shall return to or provide to Huntington: (a) all Huntington confidential information associated with the Greenfield and Brookfield Centers, including, but not limited to, the Operations Manual and curriculum; (b) all Greenfield and Brookfield Centers student contracts; (c) a list of all Greenfield and Brookfield Centers customer names; (d) contact information for each Greenfield and Brookfield Center customer; and (e) assign to Huntington all telephone numbers associated with the Greenfield and Brookfield Centers.

Dated at Milwaukee, Wisconsin, this 22nd day of June, 2010.

SO ORDERED,

s/ Rudolph T. Randa
HON. RUDOLPH T. RANDA
U.S. District Judge